THE HONOURABLE SRI JUSTICE V. ESWARAIAH

WRIT PETITION No.9231 OF 2006

DATED: 24-04-2007

BETWEEN

M/s. Star India Products,
Rep. by its Proprietor,
M.A. Qadeer, S/o. M.A. Hannan,
Plot No.44, Industrial Estate,
Jedcherla, Mahaboobnagar Dist.

...PETITIONER

AND

Andhra Pradesh Industrial Infrastructure
Corporation Limited, Rep. by its Zonal
Manager, Shamshabad Zonal Office,
Having its office at Door No.E1/8-13-75/2,
Raghavendranagar, Opp. S.P. Police Academy,
Shivarampally, R.R. District.

...RESPONDENT

ORDER:

Learned counsel for the petitioner submits that the respondent corporation allotted a plot to an extent of 750 sq. meters in IDA Jedcherla on 26.10.1998 to the petitioner – industry transferring the same from M/s. Srinivasa Printing and Allied Industries at the rate of Rs.27.50 ps. per square meter, which worked out to Rs.20,625/- and the respondent Corporation entered into an agreement of sale of land on 24.11.1998 and handed over the possession to the petitioner-industry on the same day by executing a Registered Sale Deed dated 24.11.1998. He further submits that the respondent corporation by letter dated 12.04.2006 cancelled the plot allotted to the petitioner-industry on the ground that the petitioner failed to set up the proposed industry within the prescribed time; the said plot was kept vacant and idle without any industrial use; the petitioner also failed to obtain any

building permission for construction of building and there is no power connection to the said premises and the retention of the plot without utilizing the same for the proposed industrial purpose for which it was allotted amounts breach of the conditions of the allotment order, agreement and sale deed. Therefore, the petitioner is not entitled to retain the said plot. Questioning the said cancellation of allotment the petitioner filed this writ petition and this Court by interim order dated 28.04.2006 granted interim suspension of the order.

2. Learned counsel for the petitioner further submits that thereafter the respondent corporation issued a letter dated 08.03.2007, pursuant to the representation of the petitioner, to condone the delay in implementation of the proposed project up to 31.03.2007 for commencement of constructions of buildings subject to the condition that the petitioner should undertake commencement of construction of factory buildings on the land allotted duly obtaining permission from the competent authorities and that he should pay the delay condonation fee of Rs.1,35,000/- in one lumpsum before 31.03.2007 and that he should withdraw this writ petition.

3. Learned counsel for the petitioner further submits that the petitioner has no objection to withdraw the writ petition but he disputes the payment of delay condonation fee of Rs.1,35,000/- and submits that the delay condonation fee works out to Rs.54,000/-, therefore, he seeks a direction to the respondents to accept Rs.54,000/- towards the delay condonation fee instead of Rs.1,35,000/- and also to extend the time. However, it is stated that the petitioner made a representation dated 21.03.2007 before the respondent to accept the delay condonation fee of Rs.54,000/- instead of Rs.1,35,000/- and also accepted to withdraw the writ petition for taking further action.

As the said representation is pending consideration before the respondent, the writ petition is dismissed as withdrawn with a liberty to the petitioner to file a fresh application if any adverse orders are passed against the interest of the petitioner pursuant to the representation made on

21.03.2007. It is also open to the petitioner to make a representation to extend the time for accepting the delay condonation fee after deciding as to whether the petitioner is liable to pay Rs.54,000/- or Rs.1,35,000/-. There shall be no order as to costs.

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V. ESWARAIAH, J

April 24, 2007
Note: Furnish C.C. of the order by 26.04.2007
(**B**/**o**)
DSK